

**JUDICIARY**

**STATE OF MARYLAND**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**MARYLAND JUDICIAL CENTER  
580 TAYLOR AVENUE, 4th FLOOR  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR BID  
K08-2034-87**

**PRINTING OF  
*DR-49 MARYLAND UNIFORM  
COMPLAINT AND CITATION***

**ISSUE DATE: August 8, 2007  
DUE DATE: August 22, 2007**

**WARNING:** Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the solicitation or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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## Section I-Objectives and General Information

### A. Summary Statement

1. The Contractor shall provide all labor, materials, and expertise required to furnish and deliver 75,000 each DR-49 Maryland Uniform Complaint and Citation books. Delivery is to be made in three shipments of 25,000 books each with possible copy changes before the second and third shipments. Camera-ready art will be supplied for the first shipment.
2. Contractor shall have at least three (3) years experience in providing multi-part forms. This experience must be under the contractor's company name from which this response has been submitted.

### B. Background n/a

### C. Procurement Office Mailing Address

**Proposals shall be addressed to:**  
**ATTN: Lisa Peters**  
**Procurement and Contract Administration**  
**Administrative Office of the Courts**  
**Maryland Judicial Center**  
**580 Taylor Avenue, 4th Floor**  
**Annapolis, Maryland 21401**

### D. Questions/Inquiries

All questions shall be submitted in writing to Lisa Peters. Questions will be accepted by FAX at (410) 260-1749.

### E. Closing Date

**Bids shall arrive at the aforementioned office no later than 12 Noon, on or before August 22, 2007, in order to be considered.** Offerors who mail bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Bids or unsolicited amendments to bids arriving after the closing time and date will not be considered. Bids are to be marked **K08-2034-87- DR-49 Maryland Uniform Complaint and Citation**, on the outside of the envelope.

F. Pre-Bid Conference Not applicable. A sample book can be viewed at the Administrative Office of the Courts, Office of Procurement 580 Taylor Avenue, Annapolis, MD 21401.

G. Bid Opening

The Procurement Office shall hold all bids and modifications in a secure place until the due date, after which time the proposals and modifications, if any, will be opened in the presence of at least two State employees and a bid tabulation of bids will be prepared.

H. Duration of Bid Offer

Bids shall be valid and irrevocable for one hundred and eighty (180) days following the closing date for this SOLICITATION. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

I. Addenda to the Solicitation

If the AOC Procurement Officer finds it necessary to revise any part of this Solicitation, an addendum will be provided to all contractors known to have received the Solicitation. Acknowledgment of the receipt of all amendments, addenda, and changes if issued shall be returned to the Procurement Officer, in writing, with the proposal.

J. Cancellation of Solicitation

The AOC Procurement Officer may cancel this Solicitation, in whole or in part, at any time.

K. Incurred Expenses

Neither the State or the AOC or any of their officers or employees shall be responsible for any cost incurred by any Offeror in preparing and/or submitting a proposal.

L. Economy of Preparation

Bids should be prepared simply and economically, providing a concise and straightforward description of the Contractor's offer to meet the requirements set forth in the Solicitation.

M. Public Information Act Notice

An offeror should identify those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed.

N. Subcontractors

The AOC will enter into an agreement with the selected offering Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this Solicitation. Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal shall be included at the time of the proposal opening.

O. Type of Contract

The contract resulting from this Solicitation will be a fixed-price contract.

P. General Contractual Conditions

Any contract resulting from this RFB will contain the general provisions included in **Appendix 1**. Additionally, this RFB, including the Scope of Work, and the successful Offeror's bid will be incorporated by reference and made a part of the contract.

Q. Bid/Proposal Affidavit

Each bid shall include a completed Bid/Proposal Affidavit. A copy of the affidavit is included in **Appendix 2** of this RFB.

R. Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this Solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in **Appendix 3** for information purposes only. The Contract Affidavit is not required to be submitted with this proposal. The terms set forth in the Contract Affidavit are mandatory and not subject to negotiation.

S. Competitive Sealed Bid Procurement Method

Respondents shall submit one copy of their bid, including all attachments on or before the date and time specified on the title page. Any and all bids received after the date and time specified shall be considered late and rejected. The procurement officer shall initially review each submission for responsiveness and responsibility. Bids determined to be not responsive, or bidders determined to be not responsible shall be rejected.

The contract will be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in this Invitation for Bids, and is either the most favorable bid price, or the most favorable evaluated bid price.

T. Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of

the Maryland Judiciary that certified minority business enterprises participate on Judiciary's supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of \_\_\_\_\_ percent (0%) of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

If this solicitation carries an MBE subcontractor participation goal (see above paragraph), respondents are required to submit as part of the bid proposal package the following forms:

1. MJ-EE0-03 B Schedule for participation of Minority Business Enterprise
2. MJ-EEO-04 B Minority Contractor Project Disclosure and Participation Statement

Failure to submit the required forms **will** result in your bid proposal being deemed non-responsive.

## Section II-Scope of Work

### A. General

The Contractor shall provide all labor, materials, and expertise required to furnish and deliver 75,000 each DR-49 Maryland Uniform Complaint and Citation books. Delivery is to be made in three shipments of 25,000 books each with possible copy changes before the second and third shipments. Camera-ready art will be supplied for the first shipment.

The books shall be delivered to the Maryland Motor Vehicle Administration Warehouse, 150-H Blades Lane, Glen Burnie, Md 21060, as requested by the District Court. All shipments are inside delivery.

Contract shall be performed in accordance with the terms and specifications. The sample maybe viewed in the Office of Procurement.

#### B. Contractor's Responsibilities

1. The Contractor shall furnish and deliver 75,000 books (1.875 million citations) in three shipments of 25,000 books each with possible changes between shipments. Each book shall consist of 25 sets of citations and envelopes. Each set consists of seven (7) parts. Parts 1 through 5 form the citation, and parts 6 and 7 form a self-addressed business reply envelope with permanent pressure sensitive tape. Each book is to have a two-fold colored wrap around cover, approximately 19 inches long, extending along back of book, around the base and overlapping on the front. Each book to be stitched at top stub. Part 7 to be spot glued between pressure sensitive tape and last line of instructions and then adhered to part 5 so that defendant copy (part 5) will be attached to envelope (parts 6 and 7) when removed from book.
2. The books shall meet the minimum specifications as follows:
  - a. Cover: Two-fold wraparound. Copy on outside only of front flap portion. Color to be buff.
  - b. Fly Leaf: Each book to contain a fly leaf, 9" x 5" including top stub. Copy on both sides.
  - c. Tally Sheet: Measures 9" x 5", including top stub. Copy to show first and last citation numbers, including alpha prefix, of numbers contained in book. Perforated at top stub.
  - d. Copy: Copy in each book to be as follows: (Camera ready art will be provided)
 

Wraparound Cover:	Printing on front flap portion only
Fly Leaf:	Printing on front and back, tumblehead
Tally Sheet:	Printing on front only
Citation Part 1:	Printing on front and back, head to head. Original barcode at top.
Citation Part 2:	Printing on front only.
Citation Part 3:	Printing on front and back, tumblehead.
Citation Part 4:	Printing on front and back, head to head. Original barcode at top.

Citation Part 5:	Printing on front and back, head to head.
Envelope Part 6:	Printing on front. Original barcode in middle on front. Chinese blackout on back.
Envelope Part 7:	Printing on front. Chinese blackout on front. Printing on back..

3. Perforations: Parts 1,2,4,5,6,7 and tally sheet are to be perforated at top. Part 3 and fly leaf are not perforated-they must remain intact in book.

4. Stock Weight:

Wrap around cover:	110# Index Stock
Fly Leaf:	90# Index Stock
Tally Sheet:	20# Bond
Citation:	Parts 1 & 5 – 15# NCR
	Parts 2,3,4 – 14.5# NCR
Reply Envelope:	24# Bond

5. Stock Colors:

Wrap around cover:	Buff
Fly Leaf:	Green
Tally Sheet:	White
Citation Part 1:	White
Citation Part 2:	Canary
Citation Part 3:	Pink
Citation Part 4:	White
Citation Part 5:	Blue
Envelope Part 6:	White
Envelope Part 7:	White

6. Ink: Printing on front parts in black ink. Printing on back of citation part 1-5 to be gray to prevent text on back from interfering with printing on front. Citation prefix letter and number to be in red ink on part 1; may be crash imprinted on remaining parts.

7. Numbers: Each copy of citation to have citation number and letter prefix printed vertically to bottom margin. Crash print number on parts 1,2,3,4, &5. Citation numbers must be in consecutive order in each book. First and last number, including alpha prefix, of citations contained in each book to appear on tally sheet. **Vendor must guarantee no missing numbers and no duplicate numbers within each book. Vendor must guarantee waste percentage of no more than 7%.** Numbers must be in increments of 25 whereby the last two digits of the first citation in each book are 01, 26, 51, and 76. The last two digits of the last citation in each book are 25, 50, 75, and 00. All bids not providing this guarantee will be rejected. Entire shipment will be returned to vendor if any numbers are missing within a book. **A missing numbers list must be provided to the District Court of Maryland, Administrative Services, Attention: Polly Harding, and to the MVA delivery address upon delivery of each shipment.** Each citation within the 5-part set to have numbers 1



through 5 in 10% screen, 1-1/2" high in center of citation on face side. **Citations numbers in upper right hand corner and lower right corner must match.**

8. Barcoding: Code 3 of 9 barcode in which a combination of 3 out of 9 bits represent the digits 0-9, a 26 alpha character set, and special characters; barcode length 1-1/4". Human readable case number to appear below barcode. Black ink. Barcode height is .0325", and is to appear in upper right corner of part 1 and 4 of citation, and in the center of the reverse side of envelope (part 6). Barcode samples must be submitted and approved prior to award of bid.
9. Proof: Prior to printing, proofs must be submitted to Polly Harding at the District Court of Maryland, Administrative Services, 580 Taylor Avenue, A-3, Annapolis, MD 21401.
10. Packaging: To be packaged in cardboard boxes, 10 books (250 citations) in each box; 6 boxes in each carton. Each carton must contain exactly 1,500 citations. **Books within each box are to be packaged sequentially with lowest number on top. Each box to be clearly numbered with first and last number of citations contained therein.** Each carton is to be clearly labeled, identifying contents by title and form number and showing FIRST AND LAST NUMBER OF CITATION BOOKS CONTAINED THEREIN. The entire order is to be palletized WITH LOWEST NUMBERED CITATION ON EACH PALLET ON TOP and banded or palletized with shrink-wrap.
11. Citation Numbers: Awarded vendor will be notified of actual number series to use. The citation number consists of 7 alpha and numeric characters, in the format of aannnnn (a=alpha character; n=numeric)
12. Form Changes: The District Court Reserves the right to change the DR 49 Maryland Complaint and Citation any time during the contract period. However, if any changes are made, the District Court will supply the new artwork and mechanicals to the contractor.
13. Delivery Requirements:
  - A. **Initial Order** – Will be placed in late August or early September. Order will include font and number series changes and any changes necessitated by legislation. Vendor shall submit proof for District Court approval within **3** weeks of placement of order. Forms shall be delivered no later than **8** weeks after District Court approval of proof. Delivery terms shall be FOB: Destination Freight Prepaid and Included. Failure to meet these delivery terms shall be considered a breach of contract.

Forms shall be delivered to:

Maryland Motor Vehicle Administration  
Attn: Mike Carruba

150-H Blades Lane  
Glen Burnie, Maryland 21060

**\*INSIDE DELIVERY IS REQUIRED ON ALL DELIVERIES.**

- B. Subsequent Orders - Vendor shall be required to deliver no later than **8** weeks after the order is placed. Delivery terms and delivery address shall remain the same as stated in clause 13.A.

The District Court reserves the right to request proofs on any order. If proofs are requested, then contractor shall be required to comply with the delivery schedule specified in clause 13, A.

14. Paper Cost Increase Escalation

In the event that Contractor's paper costs increase **after the first year of the contract**, the District Court, upon its receipt of a written notice by Contractor, requesting to pass on such increase, may elect to authorize a proportional increase of the contract price; providing, however, that such request is fully documented and supported in writing by the paper mill or paper distributor. The contractor may only request one increase per year.

It is hereby understood by the parties that this escalation clause shall be exclusively employed for increases in paper cost, which may materialize over the duration of this Contract and may not be construed to allow any other alleged increases of operation expenses, overhead or profit, which may occur over the said duration. **Contractor shall not pass on any increase of cost without the express approval of the Maryland Judiciary.**

C. Maryland Judiciary's Responsibilities

The District Court will supply the camera-ready art for the first shipment of books.

D. Duration of Contract

Once awarded, the Contract shall remain in force for a period of one (1) year from the date of award. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend for two (2) additional one (1) year periods at its sole option.

AOC, at its sole discretion, may grant an adjustment in the total value of the Contract to allow for inflationary increases for each of the extension periods provided, however, that any requested increase does not exceed three percent (3%) or the consumer price index (U.S. Bureau of Labor Statistics - All Urban Consumers), whichever is lower.

E. Estimated Quantities

AOC reserves the right to increase or decrease the number of books as required. Quantities are

approximate and the unit rate bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

F. Payment

Subject to the delivery of the product and its acceptance by the AOC, successful respondent may invoice the AOC for all appropriate charges for the product supplied. All such charges shall be derived in accordance with the prices originally quoted on the bid work sheet, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the Contract terms and conditions, then AOC shall cause said invoice to be timely paid.

G. Indemnification of the Administrative Office of the Courts

The Contractor shall indemnify the AOC and the Judiciary against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

The AOC and Judiciary have no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

The AOC/Judiciary have no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

The Contractor agrees to indemnify, protect and save harmless AOC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

H. Insurance Requirements

The Contractor shall at all times during the term of the Contract maintain in full force and effect the policies of insurance required by this Section. The Contractor, if requested by AOC, shall

provide certified true copies of any and all of the policies of insurance to AOC. By submitting an offer to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by this section.

Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

The Insurance Certificate mentioned hereinabove must be received by the AOC Office of Procurement within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent. **Time is of the essence.**

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that the limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

#### **A. WORKER'S COMPENSATION**

The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

#### **B. LIABILITY INSURANCE**

Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and

1. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
2. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

Limit of Liability - \$ 1,000,000 Bodily Injury  
\$ 1,000,000 Property Damage

#### D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

#### E. SUBCONTRACTOR'S INSURANCE

If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

PRICE WORK SHEET  
SOLICITATION NO. K08-2034-87

DR-49 Maryland Uniform Complaint and Citation Books, as specified,

\$\_\_\_\_\_ per thousand x 75 = \$\_\_\_\_\_

I HEREBY AFFIRM THAT THE FOREGOING BID PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, MILEAGE, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE BIDDER TO THE BID PRICES SET FORTH ABOVE.

Bid Compiled By:\_\_\_\_\_

Title: \_\_\_\_\_

Company:\_\_\_\_\_

DATE BID SUBMITTED: \_\_\_\_\_

COMPANY OF RESPONDENT (Print or Type): \_\_\_\_\_

NAME/TITLE OF RESPONDENT (Print or Type): \_\_\_\_\_

\_\_\_\_\_

ADDRESS OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FACSIMILE \_\_\_\_\_

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

SIGNATURE OF RESPONDENT \_\_\_\_\_

ACCEPTED FOR AOC: \_\_\_\_\_

## APPENDICES

### Appendix 1

#### **Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC)**

The following are mandatory terms and conditions to be included in all AOC contracts:



This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by and between the State of Maryland Administrative Office of the Courts (the "State" or "AOC") and \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Contractor"), having its principal place of business at \_\_\_\_\_.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the Contractor agree as follows:

**1. Definitions.** All capitalized terms that are not defined herein shall have the meanings provided in the Request for Bids, \_\_\_\_\_.

**2. Scope of Contract.**

**2.1** The Contractor shall provide services as described in the Contractor's proposal in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract.

Exhibit A: RFP \_\_\_\_\_.  
Exhibit B: The Contractor's Bid dated \_\_\_\_\_.

**2.2** If there are any inconsistencies between the Contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between any of the Exhibits, the terms of Exhibit A shall prevail.

**2.3** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under section 2.4.

**2.4** Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

**2.5** Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

**3. Time For Performance.** The Contractor shall begin work in accordance with the workplan within thirty days of the execution of the contract.

**4. Consideration and Payment**

**4.1** The Contractor shall be compensated for \_\_\_\_\_. The total price for the \_\_\_\_\_ to be provided by Contractor under the contract shall be \_\_\_\_\_. At its sole option, the State may elect request additional services for an additional two years in an amount not to exceed \_\_\_\_\_.

- b. Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the acceptance of the support services and receipt of a proper invoice from the Contractor. The \_\_\_\_\_ shall be accepted in accordance with Section \_\_\_\_\_ of the RFP. Each invoice for services rendered must reflect the Contractor's federal tax identification number.

**4.3** In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

**5. Warranties.** The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

**6. Patents, Copyrights.**

**6.1** If the Contractor furnishes any design, device, material, process, or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.

**6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in section 7.3 below.

**6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**6.4** If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the

State, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded as a result of this RFB.

**6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in section 7.3 below.

**6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**6.4** If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded as a result of this RFB.

**7. Non-hiring of Employees.** No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

**8. Disputes.** Any claim regarding the proper interpretation of this agreement shall be submitted, in writing, to the Procurement Officer and shall be resolved pursuant to the requirements set forth in the Procurement Policy for the Judicial Branch, Article VI, "Protests and Claims," published at <http://www.courts.state.md.us/procurement/procurementpolicy1-02.pdf>. Pending resolution of a claim under the provisions of that Article, the Contractor shall proceed diligently with the performance of this Contract in accordance with the Procurement Officer's decision.

**9. Maryland Law.** The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**10. Amendments.** Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer.

**11. Non-discrimination in Employment.** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**12. Contingent Fee Prohibition.** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

**13. Non-availability of Funding.** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**14. Termination for Cause.** If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

**15. Termination for Convenience.** The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**16. Delays and Extensions of Time.** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

**17. Suspension of Work.** The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**18. Pre-existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

**19. Financial Disclosure.** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

**20. Political Contribution Disclosure.** The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

**21. Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

**22. Liability for Loss of Data.** In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

**23. Cost and Price Certification.** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of *[insert date of last financial proposal]*. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of \_\_\_\_\_ *[date]*, was inaccurate, incomplete, or not current.

**24. Subcontracting and Assignment.**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **25. Indemnification.**

**25.1** The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

**25.2** The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**25.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**25.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **26. Insurance**

The Contractor shall at all times during the term of the Contract maintain in full force and effect the policies of insurance required by this Section. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC.

Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

The Insurance Certificate mentioned here in above must be received by the AOC Office of Procurement within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent. **Time is of the essence.**

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that the limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

**A. WORKER'S COMPENSATION**

1. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

**B. LIABILITY INSURANCE**

Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

1. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
2. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

**C. COMPREHENSIVE AUTOMOBILE LIABILITY**

Limit of Liability - \$ 5,000,000 Bodily Injury  
\$ 5,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

**D. SCOPE OF INSURANCE AND SPECIAL HAZARDS**

The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for

equipment while rented to other.

**E. SUBCONTRACTOR'S INSURANCE**

If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

- 27. Notices.** All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Department:

Raymond Mack, Acting Executive Director  
Department of Procurement and Contract Administration  
Administrative Office of the Courts  
Maryland Judicial Center  
580 Taylor Avenue  
Annapolis, MD 21401

If to the Contractor:

In Witness Whereof, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

**State of Maryland**

**Contractor**

\_\_\_\_\_

\_\_\_\_\_

**Appendix 2**

**BID/PROPOSAL AFFIDAVIT**

**ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE  
AND PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**



I HEREBY AFFIRM THAT:

I am the [title]\_\_\_\_\_and the duly authorized representative of  
[Contractor]  
\_\_\_\_\_and that I possess the legal authority to make the Affidavit on behalf of myself and the  
Contractor for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had a probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgement with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons) involved, and their current positions and responsibilities with the Contractor]:

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) been convicted of any criminal violation of a state or federal antitrust statute;

(3) been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, n et seq., or the Mail Fraud Act, 18 U.S.C. 1341, et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;

(4) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) been found civilly liable under a state or federal antitrust statute for acts or omission in connection with the submission of proposals or proposals for a public or private contract;

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

#### D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any or its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person=s involvement in any activity that formed the ground for the debarment or suspension];

#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

#### F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended under

Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying proposal or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor=s workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The Contractor=s policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;
- (h) Notify its employees in the statement required by subsection 2(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

2. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

1. The Contractor named above is a domestic \_\_\_\_\_, foreign \_\_\_\_\_, corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
(If not applicable, so state)

2. Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

**M. ACKNOWLEDGMENT**

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to the Procurement Officer and

may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of State of Maryland; (3) other states; and (4) the federal government. I further acknowledge this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above Contractor with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Authorized Representative and Affiant)

Appendix 3

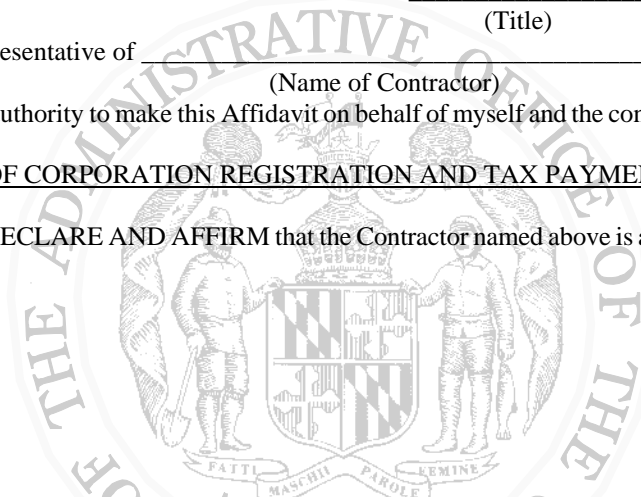
## CONTRACT AFFIDAVIT

### A. AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and  
 (Title)  
 the duly authorized representative of \_\_\_\_\_ and  
 (Name of Contractor)  
 that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

### B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a domestic \_\_\_\_ foreign \_\_\_\_



corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(if not applicable, so state)

Except as validly contested, the Contractor has paid or has arranged for payment of all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

**C. ACKNOWLEDGEMENT OF TERMS OF PURCHASE ORDER**

I acknowledge receipt and acceptance of the Mandatory Terms and Conditions for Purchase Orders attached to the Purchase Order and incorporated by reference and made a part of this Agreement.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

\_\_\_\_\_  
(Date) By: \_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Please print name)